A RESOLUTION BY COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS ("CITY"), WITH LESLIE'S POOLMART, INC., FOR FC-3006007939 FOR THE PURPOSE OF INSTALLING SWIMMING POOL SAFETY COVERS AT THE CITY'S VARIOUS SWIMMING POOLS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND THIRTY NINE CENTS (\$226,824.39). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 1C53 (OPPORTUNITY BOND FUND) 573001 (FACILITY BUILDINGS) N12D03B69999 (SWIMMING POOL IMPROVEMENT, CITY WIDE); AND FOR OTHER PURPOSES.

WHEREAS, the draining of the City's swimming pools every year deteriorates the pool surface and as a result the City must resurface the pools every five (5) years at a significant cost to the City; and

WHEREAS, the installation of Swimming Pool Safety Covers (by Loop Loc) will prevent the draining and refilling of the City swimming pools and will render the City a substantial financial savings; and

WHEREAS, the City advertised for FC-3006007939, on behalf of the Department of Parks, Recreation and Cultural Affairs; and

WHEREAS, the Commissioner of the Department of Parks, Recreation and Cultural Affairs and the Chief Procurement Officer of the Department of Procurement have recommended that the agreement for FC-3006007939, Installation of Swimming Pool Safety Covers be awarded to the most responsive and responsible bidder, Leslie's Poolmart, Inc.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor be and is hereby authorized to execute a contract, on behalf of the Department of Parks, Recreation and Cultural Affairs, with Leslie's Poolmart, Inc. for FC-3006007939, for the purpose of installing swimming pool safety covers in an amount not to exceed two hundred twenty six thousand eight hundred twenty four dollars and thirty nine cents (\$226,824.39).

BE IT FURTHER RESOLVED, that the City Attorney be and is directed to prepare the appropriate contractual Agreement for execution by the Mayor, and to be approved by the City Attorney as to form.

- **BE IT FURTHER RESOLVED,** that the term of the agreement with Leslie's Poolmart, Inc. shall be for a term of one hundred eighty (180) days with an option to extend on a month to month basis not to exceed eight (8) additional months at the sole discretion of the City.
- **BE IT FURTHER RESOLVED** that the agreement(s) authorized hereunder shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor, attested to by the municipal clerk, approved by the City Attorney as to form, and delivered to Leslie's Poolmart, Inc.
- **BE IT FINALLY RESOLVED,** that all contracted work shall be charged to and paid from Fund Account and Center Number: 1C53 (OPPORTUNITY BOND FUND) 573001 (FACILITY BUILDINGS) N12D03B69999 (SWIMMING POOL IMPROVEMENT, CITY WIDE)

Legislation White Paper

Committee of Purview

Community Development/Human Resources Committee

Caption:

Council Meeting Date:

September 5, 2006

Legislation Title:

A resolution authorizing the Mayor to enter into a contractual agreement with Leslie's Poolmart, Inc. for FC-3006007939, Swimming Pool Safety Covers (by Loop Loc) Measured & Installed at Various Pool Sites.

Requesting Department:

Department of Parks, Recreation and Cultural Affairs

Contract Type:

Construction/Improvements

Source Selection:

Sealed Bids

Bids/Proposals Due:

July 21, 2006

Invitations Issued:

60

Bids/Proposals Received:

Justification Statement:

2

Bidder/Proponents:

Leslie's Poolmart, Inc. CDB Construction

\$226,824.39 \$404,000.00

Bids were evaluated for two bidders and a recommendation has

been made to establish Leslie's Poolmart, Inc. as the lowest most responsive vendor to perform the improvements at Various Pool

Sites.

Background:

This project consists of measuring various swimming pools and installing pool covers, stainless steel springs and brass anchors. Covers must be Loop-Loc Swimming Pool Safety Covers, constructed of green mesh material with a 12-year warranty. Must purchase covers and hold at location until delivered to pool site for installation.

Fund Account Center:

1B01 573001 N12D03B69999 (\$226,824.39)

Fiscal Impact (if any):

(\$226,824.39)

Term of Contract:

Shall be for a term of One Hundred Eighty (180) days with an option to extend on a month to month basis not to exceed eight

(8) additional months at the sole discretion of the City.

Method of Cost Recovery:

Not Applicable

Approvals:

DOF:

Approved

DOL:

Approved

Mimie L. Woods, Contracting Officer (404) 330-6271 Prepared By:

FC-3006007939 **Contract Number:**

MIMIE WOODS CONTRACTING OFFICER

PROJECT TITLE: Swimming Pool Safety Covers (by Loop Loc) Measured and Installed at Various Pool Sites

FC-3006007939 PROJ DATE: JUNE 21, 2006 TOTAL NUMBER OF BIDDERS:

TOTAL BID	226,824.39	404,000.00	Can't except bid AFTER 1:59		
BASE BID					
ALT#1					
BID BOND	×	×		•	
BIDDER'S NAME	Leslie's Poolmart, Inc.	CDB Construction	USA Pool Covers		





CITY OF ATLANTA

Shirley Franklin Mayor SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

MEMORANDUM

TO: Adam L. Smith Esq.

Chief Procurement Officer

FROM: Hubert Owens

Director - Office of Contract Compliance

RE: FC 3006007939, Swimming Pool Safety Covers

DATE: June 26, 2006

The Office of Contract Compliance has evaluated two (2) bids for minority and female business enterprise participation. Both proponents are eligible under Section 2-1449(a) (2) (C) and one of them has been deemed responsive by the Office of Contract Compliance. For your information, the proponents have committed to utilizing M/FBEs as indicated below:

CDB Construction		-
NiTam/McMullin Group	AABE	33.00%
C. J. Hearn Construction	FBE	6.00%
Total Participation	39,00%	
Leslie's Swimming Pool Suppl	ies	
No participaiton or good faith eff	0.00%	
	DIG DIG 1900	0.007.0
Total Participation	ortis provided	0.00%

If you have questions, please contact me at (404) 330-6010 or Tracy Reed at (404) 330-6011.

cc: File

Mimie Woods, DOP



SHIRLEY FRANKLIN MAYOR

675 PONCE DE LEON AVE, SUITE 800 ATLANTA, GEORGIA 30308

(404) 817-6788 -Fax (404) 817-6812

DIANNE HARNELL COHEN

COMMISSIONER
DEPARTMENT OF PARKS, RECREATION
AND CULTURAL AFFAIRS

June 28, 2006

MEMORANDUM

TO:

Adam Lorenzo Smith, Chief Procurement Officer

Department of Procurement

FROM:

Dianne Harnell

RE:

F.C. 3006007939, Swimming Pool Safety Covers (by Loop Loc)

Measured & Installed at Various Pool Sites

We have reviewed the bids for the above referenced project and recommend award to the lowest responsive bidder, Leslie's Swimming Pool Supplies, 2924 Amwiler Road, Suite B, Doraville, Georgia 30360.

The work should be completed within 180 days and the total bid amount of \$226,824.39 should be charged to the following account:

1C53 - 573001 - N12D03B69999

Thank you for your cooperation in executing our park improvement contracts.

DCH:SKD/mls

Sushma Dersch

Charlene Braud

Jay Lowery Paul Taylor Karyl Clayton

Winfred Cartwright

Mimie Woods

Sam Lipkins

Debra F. Harris



Leslie's Poolmart, Inc. is proposing the following changes to Bid #FC-3006007939 Swimming Pool Safety Covers.

1. Progress Payment GC-38.2

1a. Leslie's has been a vendor for the city on a number of contracts in the past and we value the city's business. Due to the significant investment in pre-cut custom safety covers, Leslie's wishes to exercise the progress payment clause outlined in the contract. We have outlined a payment schedule on our timeline, to insure that all materials are paid for in a timely manner.

2. General Conditions Section F #1 & 2

1a. Leslie's has a full time Risk Management Department at our Corporate location in Phoenix that will dedicate as much time as required in assuring a safe workplace. All Service Managers are trained in loss/safety control.

2a. The safety covers are engineered by Cantar in Youngstown, OH. Cantar distributes this product worldwide.

Termination for Convenience GC-23.4

1a. We are requesting mutual right to terminate for Convenience with a 30 day written notice.

4. Working Drawings GC-28.4

1a. The supplied drawings have been generated by the engineering staff at the manufacture, Cantar.

5. Quality Assurance 2.3

1a. Installers to job site supervisor.

2a. Please see 10-K for company security.

6. The contract refers to 16 pool locations, but the bid page refers to 12 pool locations. Leslie's will be bidding on the 12 locations that are listed on the bid page.

Respectfully

Neal Washburn

Government Accounts executive

Leslie's Poolmart, Inc.

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BID BOND

STATE OF GEORGIA COUNTY OF FULTON
KNOW ALL MEN BY THESE PRESENTS, that we Leslie's Poolmart, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of Atlanta, Georgia in the sum Five Percent of the Bid Amount Dollars (\$ 5%) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal was submitted to the Owner a Bid for FC-3006007939. Swimming Pool Safety Covers (by Loop Loc) Measured and Installed at Various Pool Sites.
NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after receipt of conformed Agreement Documents, execute a Agreement in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Agreement Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, then this amount of five percent (5%) of the total bid amount in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.
This bond is given pursuant to and in accordance with the provision of <u>O.C.G.A.</u> Section 13-10-1 and 36-82-101 et. Seq. And all the provisions of the law referring to this character of bond as set forth in said Sections or as many be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.
IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this <u>19th</u> day of June , 2006.
By: Lisa L. Thornton, Attorney in Fact

Bid Bond Page 2

Resident agent in state in which Work is to be performed:

Name:

Aon Risk Services, Inc. of Georgia

Address:

One Piedmont Center, Suite 700 A

3565 Piedmont Road, N.E., Atlanta, GA 30305

Phone:

404 261-3400

Fay.

404 264-3002

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the Eligible Bidder's intent to comply with the City's Equal Business Opportunity Program, the Equal Employment Opportunity goals and the First Source Jobs employment program.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

This entity is approved as a Category A Eligible Bidder. A copy of Eligible Bidder Certificate and this Contract Compliance Certificate being submitted along with the bid.	the are
This entity is approved as a Category B Eligible Bidder. A copy of t Eligible Bidder Certificate and this Contract Compliance Certificate being submitted along with the bid.	he are
This entity is approved as a Category C Eligible Bidder. A copy of Eligible Bidder Certificate, this Contract Compliance Certificate and subcontractor Project Plan are being submitted along with the bid.	the the

70 7

Signature

Eligible Bidder

Leslie's Poolmart Inc.

FC-3006007939

Project Name Swimming Pool Safety Covers and Installation

EBO Bid Document

13

5/3/2006

Eligible Bidder Authorized Representative

FIRST SOURCE JOB INFORMATION

Company Name Leslie's Poolmart Inc.
FC-3006007939
Project Name Swimming Pool Schety blankets and Installation
The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.
1. None on this project
2.
3.
4.
5.
Include a job description and all required qualifications for each position listed above.
Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.
Company Representative NEAL Washburn
Phone Number 800-233-8063 x-4124
FORM 2

Whereas the City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the
 duration of this agreement and continue to make good faith attempts to hire
 employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Aggreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

FORM 3

1

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: GREG PRIDGEON
Legislative Counsel (Signature):_TERRY GRANDISO	V Terry Drandis
Contact Number:6946	
Originating Department:Parks, Recreation and Cult	ural Affairs
Committee(s) of Purview: _Community Development ar Committee	nd Human Resources
Council Deadline:8/14/06	
Committee Meeting Date(s): 8/29 8/30 Full	ll Council Date:9/05/06_
Committee Meeting Date(s): 8/29 8/30 Full Commissioner Signature	
CAPTION A RESOLUTION AUTHORIZING THE MAYOR CONTRACT, ON BEHALF OF THE DEPARECREATION AND CULTURAL AFFAIRS ("CPOOLMART, INC., FOR FC-3006007939 FOR THE PROBLEM OF THE CITY POOLS, IN AN AMOUNT NOT TO EXCEED TWO THOUSAND EIGHT HUNDRED TWENTY FOUR NINE CENTS (\$226,824.39). ALL CONTRACT CHARGED TO AND PAID FROM FUND, ACCOUNT 1C53 (OPPORTUNITY BOND FUND) 573001 (N12D03B69999) (SWIMMING POOL IMPROVEMENT OTHER PURPOSES.	ARTMENT OF PARKS, CITY"), WITH LESLIE'S URPOSE OF INSTALLING Y'S VARIOUS SWIMMING HUNDRED TWENTY SIX DOLLARS AND THIRTY ED WORK SHALL BE 'AND CENTER NUMBER: (FACILITY BUILDINGS)
FINANCIAL IMPACT (if any): City of Atlanta would pay \$226,824.00 to install the swimming pool safety covers.	Leslie's Poolmart, Inc.
Mayor's Staff Only	
Received by Mayor's Office: (date)	wed by:(date)
Submitted to Council: (date)	